

Dec # 5192

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY  
REGARDING ONE LINCOLN STREET DEVELOPMENT PLAN  
AND DEVELOPMENT IMPACT PROJECT PLAN

1. THE ONGOING BRA APPROVAL PROCESS

WHEREAS, Kingston Bedford Joint Venture (the "Applicant") filed an application dated June 19, 1989 (the "Application") seeking from the Boston Redevelopment Authority (the "BRA") and the Boston Zoning Commission (the "Commission") approval of a development plan (the "Development Plan") and a development impact project plan (the "Development Impact Project Plan") for a planned development area ("PDA") to be designated in the area bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway, and Lincoln Street (other than the portion of said area occupied by 88 Kingston Street, 105 Bedford Street and the portion of Columbia Street adjacent to 105 Bedford Street), together with portions of adjacent streets (the "Site") in connection with a proposed mixed-use development (together, the "PDA/DIP Plan"). The Applicant is a Massachusetts general partnership, consisting of (i) Metropolitan Structures, an Illinois general partnership, (ii) Columbia Plaza Associates, a Massachusetts general partnership and (iii) Metropolitan/Columbia Plaza Venture (the "Venture"), a Massachusetts general partnership, consisting of Metropolitan Structures and Columbia Plaza Associates. The proposed planned development area is located within the South Station Economic Development Area. Proposed Article 40 of the Boston Zoning Code (the "Code"), which is pending approval by the BRA and the City, contains zoning regulations applicable to the South Station Economic Development Area.

Section 40-8 of the Code sets forth procedures for the designation of PDAs in the South Station Economic Development Area, which includes the Site. In order to establish a PDA, an applicant must submit a development plan in accordance with Section 3-1A.a of the Code. Pursuant to Section 3-1A.a, a development plan must "set forth the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation, [and] proposed dimensions of structures..." (the "Plan Criteria").



Similarly, Sections 26A-3 and 26B-3 of the Code establish requirements for a development impact project, and Section 26A-3 requires that a development impact project plan contain the same information as a development plan. In addition thereto, a development impact project plan must set forth the projected number of employees.

The PDA/DIP Plan submitted by the Applicant on June 19, 1989 represents a crucial stage in the planning process for the Project (as hereinafter defined). Without BRA approval of the PDA/DIP Plan, the Applicant cannot proceed to the next stage of design development, and the final stage at which the final plans and specifications are submitted to the BRA for final development review approval and certification as to consistency with the PDA/DIP Plan. If the BRA determines that the PDA/DIP Plan meets the Plan Criteria, that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare", and that it also meets the South Station PDA Criteria (as hereinafter defined), the BRA may, after public hearing, approve the PDA/DIP Plan. Section 26A-3 of the Code similarly provides that no Development Impact Project Plan may be approved by the BRA without making the same determinations (other than as to the South Station PDA Criteria).

Sections 40-10 and 40-11 of the Code set forth further criteria for a development plan relating to a proposed PDA within the South Station Economic Development Area and require the BRA to make the following additional findings: that the development plan is in substantial accord with the provisions of Sections 40-10 and 40-11 of the Code; that the development conforms to the South Station Economic Development Area Plan (the "South Station Plan") and the general plan for the city as a whole; that each proposed project described in the development plan is in substantial accord with the building height and FAR standards set forth in Sections 40-6 or 40-7, as applicable; that, on balance, nothing in the development plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; and that the development plan proposes a plan for development consistent with the goals of the South Station Plan, including, among others, the provision of public benefits in accordance with Parcel-to-Parcel Linkage program guidelines, where the program guidelines have been approved by the BRA for a site for which the BRA has recommended the tentative designation of a developer, the program guidelines provide for the participation of community-based organizations in the development, the proposed project or the applicant contributes to a community



development fund and the applicant provides such other community benefits as may be detailed in the Parcel to Parcel Linkage program guidelines, as amended from time to time and as affected by agreements between the BRA and the applicant (collectively, the "South Station PDA Criteria").

As noted above, even after the PDA/DIP Plan is approved, the BRA review process will continue. All drawings and specifications will be subject to development review and approval by the BRA. In addition, in order to obtain a building permit, all final plans and specifications must be submitted to the BRA for a determination that they are consistent with the PDA/DIP Plan. If the final plans and specifications are not consistent with the PDA/DIP Plan, they cannot be approved unless the PDA/DIP Plan is amended, after public notice and hearing.

2. THE PRESENT SITE IS SIGNIFICANTLY UNDERUTILIZED AND UNDERDEVELOPED

WHEREAS, the Site is located in the South Station Economic Development Area and encompasses two city blocks bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway, and Lincoln Street (with the exception of 88 Kingston Street, 105 Bedford Street and the portion of Columbia Street adjacent to 105 Bedford Street), together with portions of adjacent streets. The area of the Site is 74,082 square feet. (A more precise description of the Site is contained in the Development Plan.)

At present, there are two (2) buildings on the Site. The largest building on the Site is an above-grade garage with a present capacity of 550 cars. An office building is also located on the site of 80-86 Kingston Street. Other than the portion of the Site consisting of adjacent public streets, the remaining portion of the Site is used for surface parking.

The garage is an outmoded, deteriorated, poorly lit structure with inadequate security, and is in serious disrepair and a hazard to the area. The other building on the Site has also deteriorated and is in need of substantial repair. The vacant land is unkempt and underutilized. The parking lots located thereon are unsightly and contribute to the pedestrian, traffic and related problems generated by the garage. Thus, the Site is a significantly underutilized and underdeveloped area which returns to the City relatively little in terms of tax revenue, employment or other public benefits.



The BRA finds that, if the PDA/DIP Plan is not approved, the Site will continue as an underutilized area; that the existing structures and the Site's uses will remain essentially unchanged; and that the potential benefits from the Site will not be fully realized.

### 3. THE APPLICANT'S PDA/DIP PLAN

WHEREAS, the Applicant's PDA/DIP Plan consists of seven pages of text plus attachments designated Exhibits A through F. The Applicant has also simultaneously submitted the Application, which includes attachments designated Appendices 1 through 15, which sets forth additional information relating to the Project, including the Revised Developer's Alternative Schematic Design Submission dated June 1, 1989, attached as Appendix 7. In addition, the Applicant has submitted proposed forms of a Development Impact Project Agreement, a Cooperation Agreement and a Memorandum of Understanding regarding community benefits (collectively, the "BRA Agreements"). After reviewing these forms of agreement, the BRA is satisfied that the BRA Agreements will ensure compliance with the PDA/DIP Plan and the provision of the public benefits and mitigation measures referred to herein and, with such changes which may be made thereto by the Director of the BRA, will authorize the Director to execute the BRA Agreements in a timely manner.

The BRA finds that the Applicant's PDA/DIP Plan adequately sets forth the required elements or Plan Criteria of Sections 3-1A and 26A-3 and Article 40 of the Code, including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Site and structures, projected number of employees, proposed densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures.

### 4. THE PROJECT

WHEREAS, as described in the PDA/DIP Plan, the Project consists of the demolition of the existing buildings on the Site, and the construction of a mixed-use development consisting of an office building with both a slender, 37-story tower and a 7-story low-rise element, a new underground parking garage and lower floor retail. The development will include a total of approximately 952,000 square feet of gross floor area. The parking garage,



which will include up to five (5) below-grade levels, and up to approximately 920 parking spaces, will extend under the entire building footprint, and also adjacent portions of Columbia, Kingston and Bedford Streets included in the Site.

Jung/Brannen Associates, Inc., one of Boston's largest architectural planning and interior design firms, has been selected to design the Project. Jung/Brannen Associates, Inc. has established a national profile through award winning projects varied in type and design, characterized by visual richness, and has designed the Project to be compatible with the buildings on neighboring blocks. The exterior of the low-rise element will be granite while the exterior of the tower will be various types of gray granite.

The BRA finds that, from a design standpoint, the Project is in harmony with the design philosophy and history of the South Station Economic Development Area, that massing, setbacks and materials are coordinated to relate to those of the surrounding neighborhood and the South Station neighborhood area, and that the buildings in the Project will have heights and gross floor areas not in excess of those permitted in the PDA/DIP Plan. The BRA further finds that the Project will provide the City with additional commercial space and public parking facilities, while retaining the historical and architectural integrity of the area. The BRA also finds that the Project will permit optimal utilization of the Site without significantly overburdening the area.

##### 5. THE PUBLIC REVIEW PROCESS AND EVOLUTION OF THE PROJECT

WHEREAS, the Site is one of two sites in the first project of the pioneering Parcel-to-Parcel Linkage Program Project 1 (the "Program"). As part of the Program, Ruggles Center, located on Parcel 18 in Roxbury ("Ruggles Center"), will also be developed, thus triggering a critical mass of development activity in an area which may not otherwise attract development. The development of Ruggles Center will thereby serve as the anchor to rebuild a new service-oriented neighborhood in Roxbury and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs, the expansion of the local economy and the creation of a vital new local market.

By virtue of its being part of the Program, the Project is one of the most highly-reviewed, studied and discussed projects in the City. The public has been included throughout the review process. Moreover, the Project has changed in response to the concerns voiced during the public review process. The proposed design is the result of a long and thorough development review



process, a process which will continue. Through its evolution, the design and massing of the Project have been refined and reduced in scale. The office tower was relocated away from Chinatown in order to create transitional heights between Chinatown and the Financial District. To reduce massing, the office tower was made more slender and the height of the low-rise element was reduced approximately 20 feet. The Project was set back further along Essex Street in order to accommodate and make possible the proposed future widening of Essex Street for purposes of increasing traffic capacity in the area. A pedestrian thoroughfare between Bedford and Essex Streets, to be open 24 hours a day, has been included in the Project. The remaining portion of Columbia Street, along with sidewalks adjacent to the Project, will be landscaped to provide an attractive pedestrian amenity. Finally, if the City acquires the property at 88 Kingston Street and demolishes the building thereon in connection with the widening of Essex Street, the Applicant has agreed to improve the portion of the property remaining after the widening as a public park. In sum, the resulting design represents a commitment on the part of the Applicant to preserve open air, pedestrian and vehicular access, to strengthen and reinforce historic patterns of buildings and to mitigate detrimental environmental effects the Project might have had on the area.

As part of the public review process, an Environmental Notification Form dated June 30, 1986 and a Draft Environmental Impact Report dated March, 1989 were filed with the Massachusetts Executive Office of Environmental Affairs ("EOEA"). In addition, the Applicant submitted a Project Notification Form dated November 21, 1988 and, in accordance with the scoping determination issued on January 30, 1989 by the BRA under Article 31 of the Code, a Draft Project Impact Report dated June 29, 1989.

The BRA finds that, as a result of the process of citizen involvement and public review which has continued for over three years, numerous changes have been made in the Project demonstrating the Applicant's sensitivity to design, aesthetics, community concerns, environmental impacts and scale. The BRA further finds that, out of this public review, through the diligent and good faith cooperation of the Applicant, a better Project has evolved representing a culmination of the combined needs of the City, Boston businesses, and the community at large.



6. THE "GENERAL PLAN FOR THE CITY AS A WHOLE" AND THE SOUTH STATION PLAN

WHEREAS, in approving a development plan or a development impact project plan, the BRA must find "that such plan conforms to the general plan for the City as a whole ...." No specific "general plan" is referred to in Section 3-1A or 26A-3 or elsewhere in the Code, but Section 40-2 recognizes the South Station Plan, as amended from time to time, as the general plan for the South Station Economic Development Area and as the portion of the general plan for the City of Boston applicable to the South Station Economic Development Area.

On March 11, 1965, the BRA adopted as the official master plan of the City for the next decade the "1965/1975 General Plan for the City of Boston and the Regional Core" (the "1965-1975 Plan"). In the intervening 22 years, no other formal City-wide plan has been adopted, although other plans and studies have been conducted, including the BRA study entitled "Planning for Boston's Next Decade of Development 1980-90." Neither the 1965-1975 Plan, nor any other single document frozen in time, has constituted "the general plan for the city as a whole." Rather, "the general plan for the City as a whole" has been a continually evolving concept, evidenced by development precedents and existing zoning ordinances, until the adoption of the Midtown Cultural District Plan by the BRA on January 12, 1989 as the first component of a plan for the City as a whole and the subsequent adoption of the South Station Plan.

Section 40-10 of the Code requires that a development plan conform to the South Station Plan. The South Station Plan, as encompassed in Article 40 of the Code, sets forth the goals and objectives of the South Station Plan in Section 40-1 of the Code as follows: (1) to direct downtown development in a way that promotes balanced growth for Boston; (2) to channel growth away from congested areas and towards underutilized sites in the Bedford-Essex corridor and along the Fort Point channel; (3) to permit redevelopment which provides significant community benefits, in accordance with City land disposition policies; (4) to create a mixed-use district which includes office, retail, hotel, research and development and biomedical uses; (5) to provide an area of the Downtown to enhance the expansion of Boston's biomedical and research and development sectors; (6) to create a complex of facilities and services which will foster economic growth in Boston and throughout the region; (7) to increase the number of jobs in those sectors of the economy likely to employ Boston residents; (8) to promote the creation and incubation of new research and development intensive businesses;



(9) to permit a controlled mix of research and development uses along with facilities supportive of these uses; (10) to create a transition of uses and character between the Downtown and Chinatown and other districts; (11) to utilize existing transit centers; and (12) to improve vehicular access to the City by establishing parking facilities near major commuter arteries.

The BRA finds that, by turning a significantly underutilized site in the Bedford-Essex corridor into a first-class, mixed-use development, the Project will direct downtown development in a way that promotes balanced growth for Boston, will channel growth away from congested areas and towards underutilized areas in the Bedford-Essex corridor and will help to create a mixed-use district which includes office, retail, and other uses. Because the Project is part of the Program and because the Project will provide numerous community benefits as detailed below, the BRA also finds that the Project will provide significant community benefits in accordance with City land disposition policies. By stimulating growth in this underutilized area, the Project will also create a complex with facilities and services which will foster economic growth in Boston and throughout the region. In its careful and design and sensitivity to the neighboring areas, the Project will also create a transition of uses and character between the downtown and Chinatown and other districts. The Site is ideally situated for both local and regional public transit access. With its proximity to Washington Station and South Station, it is at the hub of the regional transit system, where subway, light rail, commuter rail, and express buses converge. In addition, the Site has good access to local bus routes which connect the core of the downtown commercial area with the other city neighborhoods. Accordingly, the Project is well situated to utilize existing transit centers. The parking garage to be included in the Project will improve vehicular access to the City as the Project is well situated to the major highway system. Access to the Central Artery (I-93) and the Massachusetts Turnpike (I-90) is nearby without requiring long travel distances on local streets.

Section 40-11 also provides that a development plan proposing a plan for development is consistent with the goals of the South Station Plan if the development plan proposes one or more of the following: (a) the diversification and expansion of Boston's economy and new areas of economic activity, such as private investment in the research and development of pharmaceutical and biomedical products; (b) the provision of public benefits in accordance with Parcel-to-Parcel Linkage program guidelines; or (c) the creation or retention of job opportunities. Pursuant to Section 40-11.2, a project providing public benefits in accordance with Parcel-to-Parcel Linkage program guidelines must satisfy the



following criteria: (a) the Parcel-to-Parcel Linkage program guidelines must have been approved by the BRA for a site for which the BRA has recommended the tentative designation of a developer; (b) the program guidelines must provide for the participation of community-based organizations in the development; (c) the project or the Applicant must contribute to a community development fund; and (d) the applicant must provide such other community benefits as may be detailed in the program guidelines, as amended from time to time, and as affected by agreements between the BRA and the applicant. As detailed in Resolution No. 7 below, the PDA/DIP Plan provides a plan for development proposing the provision of public benefits in accordance with Parcel-to-Parcel Linkage program guidelines, which PDA/DIP Plan satisfies the criteria of Section 40-11.2 set forth above for such a development plan. Accordingly, the PDA/DIP Plan is consistent with the goals of the South Station Plan.

The BRA finds that, by turning a significantly underutilized site in the South Station Economic Development Area into a first-class mixed-use development, the Project will convert an underdeveloped downtown site into a physical and financial asset, and will improve land values and provide economic stimulus. The BRA further finds that by using materials and designs which are harmonious with the surrounding neighborhood and with traditional Boston design concepts, the Project will strengthen the South Station Economic Development Area without compromising the historic and architectural integrity of the area. The BRA further finds that, in spite of the passage of 22 years and Boston's greatly-changed condition, the Project, as set forth in the PDA/DIP Plan, is consistent with the development concepts contained in the 1965-1975 Plan.

The BRA further finds that the PDA/DIP Plan is consistent with the South Station Plan by furthering the goals set forth in Section 40-1 of the Code and by proposing a plan for development in the PDA/DIP Plan consistent with the goals of the South Station Plan including the provision of public benefits in accordance with the Parcel to Parcel Linkage program guidelines for the Program, in accordance with the provisions of Section 40-11.2.

The BRA further finds that the Project conforms to the South Station Plan and also conforms to the general plan for the city as a whole.



7. THE PROJECT SATISFIES THE SOUTH STATION ECONOMIC  
DEVELOPMENT AREA PDA CRITERIA

WHEREAS, in order to approve the PDA/DIP Plan, the BRA must find that the Plan satisfies the South Station PDA Criteria set forth in Sections 40-10 and 40-11 of the Code and summarized in Resolution No. 1 above.

In the Parcel-to-Parcel Linkage Area of the South Station Economic Development Area in which the Site is located, a project is allowed an as-of-right building height of 465 feet and an as-of-right FAR of 14. The Project proposed in the PDA/DIP Plan is approximately 465 feet in height with an FAR of 14 which will not exceed 14. Accordingly, the BRA finds that the Project is in substantial accord with the standards for building height of 465 feet and FAR of 14 set forth in Section 40-6 of the Code.

The BRA further finds that the PDA/DIP Plan meets the standards of Section 40-10 as it proposes a plan for development consistent with the goals of the South Station Economic Development Area Plan, including the provision of public benefits in accordance with Parcel to Parcel Linkage program guidelines, in accordance with the provisions of Section 40-11.2 of the Code. In accordance with said Section 40-11.2, the program guidelines for the Program which are applicable to the Site are embodied in the Resolution of the Boston Redevelopment Authority regarding Disposition Policies for Kingston Bedford Garage, Essex Street Lot and Parcel 18 approved by the BRA on September 25, 1986 and the Challenge Track for the Program approved by the BRA on October 8, 1987, the BRA having recommended the tentative designation of the Venture as developer of the Site on March 10, 1988; such program guidelines provide for the participation of community-based organizations in the development; the Applicant has agreed to make significant contributions to a community development fund consisting of the payment of at least \$10 million dollars and 10% of the developer's fee to a community development fund; the Applicant will provide such other community benefits as are detailed in the program guidelines for the Program, as such have been effected by agreements between the BRA and the Applicant, all as set forth in Resolution No. 8 below.

The BRA further finds that, for reasons discussed in Resolutions No. 6 and 8, respectively, (i) the PDA/DIP Plan conforms to the South Station Plan and the General Plan for the City as a whole, and (ii) on balance, nothing in the PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens.



For all of the reasons set forth in Resolutions No. 6, 7 and 8 and as a result of the other information set forth herein, the BRA also finds that the PDA/DIP Plan is in substantial accord with the provisions of Sections 40-10 and 40-11 of the Code.

Accordingly, the BRA finds that the PDA/DIP Plan satisfies all of the South Station PDA Criteria.

8. THE PROJECT IS NOT "INJURIOUS TO THE NEIGHBORHOOD OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE"

WHEREAS, in order to approve the PDA/DIP Plan, the BRA must find that "on balance, nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens ...." This standard, as set forth in Section 40-10 of the Code, elaborates upon the standard set forth in Section 3-1A (that "nothing in [a proposed Planned Development Area plan] will be injurious to the neighborhood or otherwise detrimental to the public welfare") by incorporating the balancing approach required by the Supreme Judicial Court in Manning v. Boston Redevelopment Authority, 400 Mass. 444 (1987). As the court noted, the planned development area provisions of the Code were intended to "establish a more flexible zoning law" in order to encourage well-planned and thoroughly reviewed large scale private development projects on underutilized sites. These provisions contemplate a balancing of relative benefits and burdens, acknowledging that such large-scale development projects inevitably cause some burdens, but realizing that in a well-conceived and well-designed project such burdens are outweighed by public benefits generated by the project.

Based upon its consistent administrative practice for nearly two decades, as well as upon the mandate of Manning, the BRA will balance a proposed plan's possible adverse effects and other matters claimed to be detrimental to the public welfare against the benefits to the neighborhood, the City, and the public. It will approve only those which "on balance, are not injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens."

With respect to this Project, the balance is tipped heavily in favor of benefits to the neighborhood, the City and the public. As an integral part of the development review process, significant revisions have been made to the Project's design in order to mitigate adverse environmental and other impacts. Among other things, the low-rise building was reduced from approximately 120 feet to 100 feet in order to conform to the existing building alignment; the office tower was relocated away from Chinatown in order to allow a measure of transition of building heights between



Chinatown and the Financial District; the office tower was made more slender in order to reduce massing; and the Project was set back along Essex Street to accommodate the future widening of Essex Street in an effort to increase traffic capacity in the area. Each of these examples demonstrates a significant amount of mitigation included in the current Project design, which has resulted in a project with limited potential for negative impacts.

The Project does, however, provide numerous positive impacts. Set forth below are some of the benefits which will inure to the public as a result of the Project.

### The Project's Benefits

#### A. Employment Plan

The Project is expected to generate an estimated 2,000 construction jobs and to support an estimated 4,000 permanent jobs. The development of the Project, together with the development of Ruggles Center, is expected to generate over 4,000 construction jobs and to support over 7,000 permanent jobs. The Applicant anticipates that many new jobs will be created by new businesses, expansion of existing businesses and new tenants coming into the City. The Applicant has set a minimum thirty (30%) percent goal for utilization of minority and women business enterprises for all contracts related to the development of the Project and for the leasing to minority business enterprises of the total leasable square footage of all retail space in the Project. The Applicant will also work with public agencies to assist minority entrepreneurs to start new businesses. In addition, the Applicant has established the goal of fifty (50%) percent Boston residents, thirty (30%) percent minorities and ten (10%) percent women on the construction workforce for the Project and fifty (50%) percent Boston Residents, thirty (30%) percent minorities and fifty (50%) percent women on the permanent workforce of the Project. The developer of Ruggles Center has also agreed to provide these benefits in connection with Ruggles Center.

#### B. Increased Tax Revenues

The City will collect from the Project nearly one hundred times the existing annual tax revenue for the Site. It is estimated that the real estate taxes generated by the Project, once completed, will increase from the existing \$47,224.98 to approximately \$4,500,000 to 5,000,000. In addition, the City and the Commonwealth of Massachusetts can expect a substantial increase in sales taxes, including new retail sales and food and beverage sales. If the parking garage included in the Project is



undertaken pursuant to Chapter 121A of the Massachusetts General Laws, an annual excise will be paid pursuant to and in accordance with Section 10 of Chapter 121A in lieu of some of the taxes described above, which together with real estate taxes generated by the portion of the Project not undertaken pursuant to Chapter 121A, will be no less than the total amount of real estate taxes which would have been owing if the parking garage included in the Project had not been undertaken pursuant to Chapter 121A.

C. Purchase Price

In that approximately 70% of the Site is presently owned by the City, including the existing parking garage, the City will also receive significant revenue from the sale of this City property. The purchase price, which will be \$15 million plus additional public benefits, will be set forth in a Sale and Construction Agreement between the City, the BRA and the Applicant (the "Sale and Construction Agreement").

D. Development Impact Project Contribution

1. The housing linkage contribution resulting from the Project is estimated to be approximately \$4,300,000, such amount to be discounted to present value and paid up front as a lump sum payment pursuant to the Housing Creation Alternative of Article 26A of the Boston Zoning Code. The Applicant will make an advance payment of \$1,000,000 of the housing linkage contribution within thirty (30) days after the execution of the Sale and Construction Agreement. It is anticipated that this amount will be contributed to housing creation projects to be determined by the Authority and the Chinatown and Roxbury communities. Together with the Ruggles Center project, a total housing linkage contribution of approximately \$8,800,000 will be made pursuant to Article 26A, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project.

2. The jobs linkage contribution resulting from the development of the Project is estimated to be approximately \$900,000. Together with the Ruggles Center project, a total jobs linkage contribution of approximately \$1,800,000 will be made pursuant to Article 26A, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project.



#### E. Child Care Plan

The Ruggles Center developer, Ruggles Center Joint Venture, and the Applicant will provide, on site or off site, child care facilities in Chinatown and Roxbury for a total of 200 children and work with the City and local communities to design quality child care programs.

#### F. Community Development Fund

The Applicant will also contribute to a community development fund to be established by the BRA with the input of the Chinatown/South Cove Neighborhood Council (the "Neighborhood Council") and the Parcel 18+ Development Task Force (the "Task Force"). These contributions will total at least \$10 million over a ten-year period, in addition to ten percent of the developer's fee. The developer of Ruggles Center will also make substantial contributions to this community development fund.

#### G. Challenge Grant

The Venture has contributed \$24,000 to the Neighborhood Council and the Task Force as a planning grant, matching a similar contribution made by the BRA. The Applicant will contribute an additional \$76,000 matching grant to these groups over a two-year period. The Applicant will also make available a \$400,000 challenge grant, subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. If matching funds are not obtained, the Applicant will nonetheless contribute the full \$400,000 no later than two years after the issuance of a Certificate of Occupancy for the Project.

#### H. Community Participation

In addition to these benefits, the Project and Ruggles Center will be developed by joint ventures which include a consortium of community investors and community-based non-profit organizations, thereby encouraging equity participation by community developers. At least ten (10%) percent of the interest of both Ruggles-Bedford Associates, Inc. and Chinese Investment Limited Partnership, the general partners of Columbia Plaza Associates which holds a fifty (50%) percent interest in the Applicant, will be held by non-profit community-based



organizations.

I. Memorandum of Understanding Regarding Community Benefits

The benefits described above, together with additional benefits, are described in more detail in a Memorandum of Understanding to be executed by the Applicant, the developer of Ruggles Center, the BRA, the Neighborhood Council and the Task Force, a draft of which is attached to the Application as Appendix 10 and incorporated herein by reference.

J. Transportation

The design of the new underground parking garage will contribute to the reduction of existing traffic congestion surrounding the Site by discouraging on-street queuing of arriving vehicles during peak hours. In addition, should Essex Street be widened by the City, the development of the Project will ease traffic congestion in the immediate area by allowing improved vehicular traffic flow to and from the Midtown Cultural District and Downtown Crossing. Recognizing the importance of widening Essex Street, the Project has been set back from Essex Street in a manner consistent with the City's plan to widen Essex Street.

K. Other Benefits

By developing an underutilized site in an area in which the BRA is seeking to channel development, the Project will enhance the area and provide a stimulus to additional growth. The Project provides substantial physical amenities to the area and will enhance the pedestrian experience by providing attractive pedestrian traffic routes both through and around the Project.

For the reasons set forth in this Resolution No. 8 and elsewhere herein, the BRA finds that the Project and the proposed PDA/DIP Plan are not injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens.

9. CONCLUSION

WHEREAS, the BRA gave due and proper notice of a public hearing, to be held in the Board Room of the BRA on June 29, 1989, to consider the PDA/DIP Plan and to determine the manner in which Sections 3-1A, 26A-3, 40-10 and 40-11 should be applied to the PDA/DIP Plan. The public hearing was duly convened and held in all respects in accordance with law, and to the extent required by law, with a legal quorum present throughout the meeting. A legally sufficient number of members of the BRA voted in a proper



manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed. At the public hearing, the BRA heard extensive testimony from a number of witnesses and closed the public hearing and the public record on this Application on June 29, 1989.

Based on all this evidence, the BRA finds and concludes that the Project is critically important to the revitalization of the South Station Economic Development Area; that the urban design elements of the Project reflect the needs of the South Station Economic Development Area, while respecting the public goals and guidelines established for downtown development in Boston; that the Project will form an important link between Chinatown and the Financial District; that the Project will aid the City financially by generating jobs, and by providing Boston with a new source of real estate tax revenues and linkage funds; and that the Project will provide numerous other benefits to the neighborhood, the City and community at large.

Based on all the evidence, the BRA further finds and concludes that the Project's PDA/DIP Plan satisfies the Plan Criteria and the South Station PDA Criteria and otherwise complies with Sections 3-1A, 26A-3, 26B-3, 40-10 and 40-11 of the Code.

Based on all the evidence, the BRA further finds and concludes that the Project's PDA/DIP Plan conforms to the South Station Plan and the general plan for the City as a whole.

Based on all the evidence, the BRA weighs this Project's public benefits against the combined burdens of this Project and further finds and concludes that nothing in the Project's PDA/DIP Plan is "injurious to the neighborhood or otherwise detrimental to the public welfare."

#### 10. RESOLVES

NOW THEREFORE be it resolved by the Authority

That in connection with the Development Plan/Development Impact Project Plan for Planned Development Area No. 35 (the "PDA/DIP Plan"), presented at a public hearing duly held at the office of the Boston Redevelopment Authority (the "Authority") on Thursday, June 29, 1989, and after consideration of (a) evidence presented at, and in connection with, the hearing, and in connection with the proposed project described in the PDA/DIP Plan, (b) matters discussed in a memorandum dated June 29, 1989 from Anthony A. Williams and Pamela Wessling to the Authority and Stephen Coyle, and



(c) the findings of the Authority set forth above, which evidence, memorandum and findings are incorporated herein by reference, the Authority finds that (1) the PDA/DIP Plan conforms to the South Station Economic Development Area Plan (the "South Station Plan") and the general plan for the city as a whole; (2) nothing in the PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; (3) the PDA/DIP Plan is in substantial accord with the provisions of Sections 40-10 and 40-11 of proposed Article 40 of the Boston Zoning Code which is pending approval by the Authority and the City ("Article 40"); (4) the proposed project described in the PDA/DIP Plan is in substantial accord with the building height and FAR standards set forth in Section 40-6 of Article 40; (5) on balance, nothing in the PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; (6) the PDA/DIP Plan proposes a plan for development consistent with the goals of the South Station Plan, including the provision of public benefits in accordance with Parcel-to-Parcel Linkage program guidelines in accordance with the provisions of Section 40-11.2 of Article 40; and (7) the PDA/DIP Plan does adequately and sufficiently satisfy all other criteria and specifications for a planned development area subdistrict designation and for a development impact project, as set forth in the Boston Zoning Code, as amended and as affected by Article 40 (the "Code"); and further

That the form and substance of the PDA/DIP Plan, and the procedures employed in reviewing and approving the PDA/DIP Plan, conform with the requirements of the Code as applied to a development plan for a planned development area under Sections 3-1A, 40-10 and 40-11 of the Code and a development impact project plan under Section 26A-3 of the Code; and further

That the Authority hereby waives any procedural requirements of the Authority's "Zoning Procedures for the Master Plan/PDA" dated March 19, 1986 with which the application submitted by the Applicant, for a planned development area subdistrict designation for the parcel of land which is the subject of the PDA/DIP Plan and for approval of the PDA/DIP Plan, is not in conformity; and further

That pursuant to the provisions of Sections 3-1A, 26A-3, 40-10 and 40-11 of the Code, the Authority hereby approves the PDA/DIP Plan. The PDA/DIP Plan is embodied in a written document entitled "Development Plan/Development Impact Project Plan for Planned Development Area No. 35", dated June



29, 1989 consisting of 7 pages of text plus attachments designated Exhibits A through F, and is attached hereto as Exhibit A. The PDA/DIP Plan shall be on file in the office of the Assistant Director for Neighborhood Planning and Zoning of the Authority; and further

That the Authority hereby authorizes the Director of the Authority to petition the Zoning Commission of the City of Boston (the "Commission") for a planned development area subdistrict designation for the parcel of land which is the subject of the PDA/DIP Plan, and to recommend to the Commission, subject to final enactment of Article 40, that it approve such petition and the PDA/DIP Plan pursuant to Sections 3-1A, 40-10 and 40-11 of the Code; and further

That Kingston Bedford Joint Venture (the "Applicant") is affirmed and approved as the successor to and assign of Metropolitan/Columbia Plaza Venture for the purposes of carrying out the development of the project contemplated in the PDA/DIP Plan; and further

That the Authority hereby approves the proposed forms of Development Impact Project Agreement, Cooperation Agreement and Memorandum of Understanding (collectively, the "Related Agreements") in substantially the forms attached hereto as Exhibits B, C and D, respectively, and the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority the Related Agreements, with such changes as he, in his discretion, shall determine to be necessary or desirable, his execution and delivery of any of the foregoing or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Related Agreements shall be on file in the office of the Authority; and further

That the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority (a) the Sale and Construction Agreement between the City of Boston, the Authority and the Applicant regarding the sale by the City to the Applicant of land and improvements owned by the City and located on the parcel of land which is the subject of the PDA/DIP Plan, such Sale and Construction Agreement to include such terms and conditions as the Director deems appropriate and in the best interests of the Authority and (b) all other agreements and documents incidental to such Agreement or the PDA/DIP Plan, such agreements and documents to include such terms and conditions as the Director deems appropriate and in the best



interests of the Authority, execution and delivery of such Sale and Construction Agreement or any of such agreements or documents or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Sale and Construction Agreement and such other agreements and documents shall be on file in the office of the Authority; and further

That the Authority approves the Applicant's schematic design submission for the project described in the PDA/DIP Plan, which schematic design submission is contained in a booklet entitled "Kingston/Bedford Development Plan Schematic Design Submission" dated December 23, 1988 and prepared by Yu Sing Jung, Jung/Brannen Associates, Inc., for Metropolitan/Columbia Plaza Venture, as supplemented by a booklet entitled "One Lincoln Street (Kingston/Bedford Development Plan) Revised Developer's Alternative" dated June 1, 1989 and prepared by Yu Sing Jung, Jung/Brannen Associates, Inc., for Metropolitan/Columbia Plaza Venture; and further

That the Authority hereby authorizes the Director of the Authority to issue and deliver in the name of and on behalf of the Authority an Adequacy Determination approving the Final Project Impact Report for the project described in the PDA/DIP Plan in accordance with Article 31 of the Code upon submission by the Applicant of such Final Project Impact Report in form which the Director of the Authority determines fully satisfies the requirements of Article 31 of the Code, his issuance and delivery of such Adequacy Determination or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby authorizes the Director to certify in the name of the Authority that the plans to be submitted to the Commissioner of the City of Boston Inspectional Service Department in connection with the PDA/DIP Plan are in conformity with the approved PDA/DIP Plan, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby authorizes the Director of the Authority to certify to the Commission that the Project complies with the Development Review Requirements of the Code, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder.



## M E M O R A N D U M

June 29, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND  
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY A. WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD  
HOUSING AND DEVELOPMENT  
PAMELA WESSLING, DEPUTY DIRECTOR FOR URBAN DESIGN  
AND DEVELOPMENT  
LAVAL S. WILSON, JR., SPECIAL ASSISTANT

SUBJECT: PUBLIC HEARING ON A DEVELOPMENT IMPACT PROJECT PLAN AND  
PLANNED DEVELOPMENT AREA PLAN FOR ONE LINCOLN STREET AND  
FOR A DEVELOPMENT IMPACT PROJECT PLAN, MASTER PLAN AND  
PLANNED DEVELOPMENT AREA PLAN FOR RUGGLES CENTER

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EXECUTIVE

## SUMMARY:

This memorandum requests that with regard to a proposal to redevelop the Kingston-Bedford garage and Lincoln-Essex parking lot downtown and the Southwest Corridor Parcel 18 in Roxbury, that the Boston Redevelopment Authority (1) make findings, in accordance with Parcel to Parcel Linkage Program Project I, required for the approval of, and approve, a Development Impact Project Plan and Planned Development Area Plan for One Lincoln Street and for a Development Impact Project Plan, Master Plan, and Planned Area Plan for Phase I of Ruggles Center, (2) approve minor modifications to the Campus High School Urban Renewal Area Plan and Land Use Map and the South End Urban Renewal Plan, Reuse Parcel Map, Land Use Map, and Property Map; (3) authorize the Director to take all actions and to execute all documents deemed necessary and appropriate for the disposition and development of One Lincoln Street and Ruggles Center, including the Sale and Construction Agreement for One Lincoln Street, the Conveyance and Construction Agreement for Ruggles Center, and the Memorandum of Understanding regarding Community Benefits. Specific actions are subject to the terms and conditions outlined in the attached resolution.

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## PARCEL TO PARCEL LINKAGE I

Metropolitan/Columbia Plaza Venture, which received tentative designation from the City and the Massachusetts Bay Transportation Authority to redevelop the Kingston Bedford garage and Lincoln-Essex parking lot downtown and Southwest Corridor Parcel 18 in Roxbury, requests authorization to establish two joint ventures to carry out the projects envisioned in Parcel to Parcel Linkage Program Project I. The new entities, Kingston Bedford Joint Venture and Ruggles Center Joint Venture, each request approval of zoning plans necessary to complete the projects.



MEMORANDUM  
PARCEL-TO-PARCEL LINKAGE I

June 29, 1989

The two developments, known as One Lincoln Street and Ruggles Center, are the first in the City's Parcel to Parcel Linkage Program. The development of One Lincoln Center is linked to and makes possible the development of Ruggles Center, thus triggering a critical mass of growth activity in an area which may not otherwise attract investment. The development of Ruggles Center will serve as the anchor to build a new service-oriented neighborhood economy in Roxbury and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs. Furthermore, the Ruggles Center development will stimulate additional development and inner city renewal in Roxbury and the Southwest Corridor.

For the Chinatown community the development of One Lincoln Street as part of the Program will strengthen the existing economy by providing opportunities for neighborhood business expansion and offering Chinatown residents diverse job opportunities.

Both communities will benefit from housing and job training linkage, a community development fund, child care facilities and other community benefits programs. In addition to these benefits, the joint ventures developing One Lincoln Street and Ruggles Center include community-based investors and non-profit organizations, thereby promoting equity participation by community developers. The projects will also create opportunities for minority and women enterprises by establishing a minimum participation goal by minority and women businesses in all project construction contracts and professional technical services budgets.

#### ONE LINCOLN CENTER

##### Development Program

Kingston Bedford Joint Venture (KBJV) is seeking approval of a Development Impact Project Plan and Planned Development Area Plan for One Lincoln Street, a mixed use development consisting of an office building with both a low-rise element and a tower. Retail uses will be located on the lower floors. One Lincoln Street also includes an underground parking garage containing parking for up to 920 cars on five levels. The development, sited on 74,082 square feet, is approximately 952,000 square feet of gross floor area. The low-rise component has a height of approximately 101 feet and the tower has a height of approximately 465 feet.

The developer anticipates that construction of One Lincoln Street will commence in first quarter of 1990. It is currently contemplated that the building will be completed by the end of 1993. A fact sheet is appended for your reference in Tab 3.



June 29, 1989

### Site Description

One Lincoln Street will be located within the parcel of land in Boston, bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway and Lincoln Street (other than the portion of said land occupied by 88 Kingston Street, 105 Bedford Street and the portion of Columbia Street adjacent to 105 Bedford Street). The project is described in the Development Plan.

### Open Spaces and Landscaping

One Lincoln Street will include a series of ground floor lobbies, passages, and public spaces which incorporate retail shops. KBJV intends to construct a four-story landscaped and sky-lit atrium which extends upward from the second floor above the central public space. A community exhibition area is proposed to be included in the development of the public atrium area. KBJV will also landscape the sidewalk area surrounding the building, pave the sidewalk area with brick pavings with granite curbs, provide acorn lighting fixtures and street trees, and preserve the existing granite slabs in the sidewalk area.

If and when the City widens Essex Street, a project which would necessitate the demolition of 88 Kingston Street, KBJV has committed to landscape that corner site as well.

## **RUGGLES CENTER**

### Development Program

Ruggles Center Joint Venture (RCJV) is applying for Planned Development Area designation for the site. Because Ruggles Center is a phased project on more than five acres of land, RCJV requests approval of a Master Plan which outlines the general concept, phasing, and density for the entire project. The Master Plan also satisfies the zoning code requirement for a Development Impact Project Plan. As plans for each phase progress, RCJV will submit a Development Plan for each phase. At this time, RCJV is submitting the Development Plan for Phase I.

The total project may include three office buildings, a hotel, a parking garage, and child care and retail space. The project, when completed, will be approximately 1,220,000 square feet of gross floor area with building heights varying from 96 feet to 178 feet to the top of the last occupiable floor. A central plaza will be the focal point of Ruggles Center with a series of retail uses and building lobbies opening onto the plaza.



Doc. # 5192  
ADOPTED 6/29/89

RESOLUTION OF  
THE BOSTON REDEVELOPMENT AUTHORITY

Re: Proclaimer of Minor Modifications of  
The Campus High School Urban Renewal Plan,  
Project No. R-129

WHEREAS, the Urban Renewal Plan for the Campus High School Urban Renewal Area, Project No. R-129, (the "Plan") was adopted by the Boston Redevelopment Authority (the "Authority") on July 7, 1970, and approved by the City Council on June 7, 1971;

WHEREAS, §1201 of said Plan, entitled "Modification" provides that the Plan may be modified at any time by the Authority where the proposed modification will not substantially or materially alter or change the Plan;

WHEREAS, the Authority is engaged in Design Review of the development of up to five buildings (including a parking garage) on the Parcel 18 Site, Roxbury, a portion of which is in the Campus High School Urban Renewal Area (the "Parcel 18 Urban Renewal Area");

WHEREAS, the Parcel 18 Urban Renewal Area is undesignated by number on the map entitled "Map 3, Disposition Parcels, Campus High School Urban Renewal Area, Massachusetts, R-129" dated July, 1970 incorporated in the Plan;

WHEREAS, the Parcel 18 Urban Renewal Area was designated for open space and the construction of the Southwest Expressway as shown on the map entitled "Map 2, Proposed Land Use, Campus High School Urban Renewal Area, R-129" dated July, 1970 incorporated in the Plan (the "Land Use Map");

WHEREAS, the Authority no longer intends to utilize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business;

WHEREAS, the proposed redevelopment will necessitate modification of the Plan; and

WHEREAS, the Authority has determined that said modification is a minor modification under §1201 of the Plan.

RESOLVES

NOW THEREFORE be it resolved by the Authority;

1. That the Land Use Map is hereby amended to designate the permitted use of the Parcel 18 Urban Renewal Area as mixed use: general office and general business;



2. That this modification is found to be a minor modification which does not substantially or materially alter or change the Plan;

3. That it is hereby found and determined that the minor modification of the Plan as set forth herein will not result in significant damage to or impairment of the environment and, further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment; and

4. That all other provisions of said Plan not inconsistent herewith be and hereby are continued in full force and effect.

5. That the Director be and he hereby is authorized to proclaim by certificate this minor modification in accordance with the Urban Renewal Handbook RHM 7207.1.



RESOLUTION OF  
THE BOSTON REDEVELOPMENT AUTHORITY

Re: Proclaimer of Minor Modifications of  
The Campus High School Urban Renewal Plan,  
Project No. R-129

WHEREAS, the Urban Renewal Plan for the Campus High School Urban Renewal Area, Project No. R-129, (the "Plan") was adopted by the Boston Redevelopment Authority (the "Authority") on July 7, 1970, and approved by the City Council on June 7, 1971;

WHEREAS, §1201 of said Plan, entitled "Modification" provides that the Plan may be modified at any time by the Authority where the proposed modification will not substantially or materially alter or change the Plan;

WHEREAS, the Authority is engaged in Design Review of the development of up to five buildings (including a parking garage) on the Parcel 18 Site, Roxbury, a portion of which is in the Campus High School Urban Renewal Area (the "Parcel 18 Urban Renewal Area");

WHEREAS, the Parcel 18 Urban Renewal Area is undesignated by number on the map entitled "Map 3, Disposition Parcels, Campus High School Urban Renewal Area, Massachusetts, R-129" dated July, 1970 incorporated in the Plan;

WHEREAS, the Parcel 18 Urban Renewal Area was designated for open space and the construction of the Southwest Expressway as shown on the map entitled "Map 2, Proposed Land Use, Campus High School Urban Renewal Area, R-129" dated July, 1970 incorporated in the Plan (the "Land Use Map");

WHEREAS, the Authority no longer intends to utilize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business;

WHEREAS, the proposed redevelopment will necessitate modification of the Plan; and

WHEREAS, the Authority has determined that said modification is a minor modification under §1201 of the Plan.

NOW THEREFORE be it resolved by the Authority;

1. That the Land Use Map is hereby amended to designate the permitted use of the Parcel 18 Urban Renewal Area as mixed use: general office and general business;



2. That this modification is found to be a minor modification which does not substantially or materially alter or change the Plan;

3. That it is hereby found and determined that the minor modification of the Plan as set forth herein will not result in significant damage to or impairment of the environment and, further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment; and

4. That all other provisions of said Plan not inconsistent herewith be and hereby are continued in full force and effect.

5. That the Director be and he hereby is authorized to proclaim by certificate this minor modification in accordance with the Urban Renewal Handbook RHM 7207.1.



RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY  
REGARDING RUGGLES CENTER MASTER PLAN  
AND DEVELOPMENT IMPACT PROJECT PLAN AND  
DEVELOPMENT PLAN FOR PHASE 1

1. THE ONGOING BRA APPROVAL PROCESS

WHEREAS, Ruggles Center Joint Venture (the "Applicant") filed an Application dated June 19, 1989 (the "Application") seeking from the Boston Redevelopment Authority (the "BRA") and the Boston Zoning Commission (the "Commission") approval of (1) a master plan (the "Master Plan") and a development impact project plan (the "Development Impact Project Plan") (together, the "Master PDA/DIP Plan") for a planned development area to be designated in the area in Roxbury bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority (the "Site") in connection with a proposed mixed-use development, and (2) a development plan (the "Development Plan") for the first phase of the project to be developed on the Site ("Phase 1"). The Applicant is a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership consisting of Metropolitan Structures and Columbia Plaza Associates.

Section 3-1A.a of the Boston Zoning Code (the "Code") sets forth procedures for the designation of planned development areas ("PDA"). For areas in excess of five acres, a PDA may be designated based on the submission of a master plan in accordance with Section 3-1A.a of the Code, which requires "a statement of the development concept, including the planning objectives and character of the development, the proposed uses of the area, the range of dimensional requirements contemplated for each of the proposed uses, the proposed phasing of construction of development and such ... other items ... as said [BRA] may require ..." (collectively, the "Master Plan Criteria").

Once a PDA has been designated based on a master plan, and before development within the PDA may commence, a development plan must be approved. A development plan establishes limits of development permitted in a project area and ensures the provision of certain public amenities. Pursuant to Section 3-1A.a of the Code, a development plan must "set forth the proposed location and appearance of structures, open spaces and landscaping, proposed



uses of the area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation, [and] proposed dimensions of structures ..." (collectively, the "Development Plan Criteria").

Similarly, Sections 26A-3 and 26B-3 of the Code establish requirements for a development impact project, and Section 26A-3 requires that a development impact project plan contain the same information as a development plan. In addition thereto, a development impact project plan must also set forth the projected number of employees.

The Master PDA/DIP Plan together with the Development Plan submitted by the Applicant on June 19, 1989 represents a crucial stage in the planning process for the Project (as hereinafter defined). Without BRA approval of the Master PDA/DIP Plan and the Development Plan, the Applicant cannot proceed to the next stage of design development for Phase I, and the final stage at which the final plans and specifications for Phase I are submitted to the BRA for final development review approval and certification as to consistency with the Development Plan. If the BRA determines that the Master PDA/DIP Plan meets the Master Plan Criteria and that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare," the BRA may, after public hearing, approve the Master PDA/DIP Plan. If the BRA determines that the Development Plan meets the Development Plan Criteria and that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare," the BRA may, after public hearing, approve the Development Plan. Section 26A-3 of the Code similarly provides that no Development Impact Project Plan may be approved by the BRA without making the same determinations as required for the Development Plan.

As noted above, even after the Master PDA/DIP Plan and the Development Plan are approved, the BRA review process will continue. All drawings and specifications will be subject to development review and approval by the BRA. In addition, in order to obtain a building permit, all final plans and specifications must be submitted to the BRA for a determination that they are consistent with the Development Plan. If the final plans and specifications are not consistent with the Development Plan, they cannot be approved unless the Development Plan is amended, after public notice and hearing.



2. THE PRESENT SITE IS SIGNIFICANTLY UNDERUTILIZED  
AND UNDERDEVELOPED.

WHEREAS, the Site is located in Boston's Southwest Corridor Parcel 18 in Roxbury, and is bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority. The Site contains approximately 5.10 acres, including approximately 2.96 acres of which is the subject of the Development Plan for Phase 1 (the "Phase 1 Site"). (A more precise description of the Site is contained in the Master Plan and a precise description of the Phase 1 Site is included in the Development Plan.) At present, the entire Site is undeveloped and owned by the MBTA, and thus returns to the City nothing in terms of tax revenue, and nothing in terms of employment or other public benefits.

The BRA finds that, if the PDA/DIP Plan is not approved, the Site will continue as an underutilized area; and that the existing character of the Site will remain essentially unchanged; and the potential public benefits from the site will not be fully realized.

3. THE APPLICANT'S MASTER PDA/DIP PLAN AND DEVELOPMENT PLAN

WHEREAS, the Applicant's Master PDA/DIP Plan consists of 9 pages of text plus attachments designated Exhibits A through E and the Applicant's Development Plan consists of 6 pages of text plus attachments designated Exhibits A through I. The Applicant has also simultaneously submitted the Application, which includes attachments designated Appendices 1 through 28, which sets forth additional information relating to the Project. In addition, the Applicant has submitted proposed forms of a Development Impact Project Agreement, a Cooperation Agreement and a Memorandum of Understanding regarding community benefits (collectively, the "BRA Agreements"). After reviewing these forms of agreements, the BRA is satisfied that the BRA Agreements will ensure compliance with the PDA/DIP Plan and the provision of the public benefits and mitigation measures referred to herein and, with such changes as may be made thereto by the Director of the BRA, the Director of the BRA will execute the BRA Agreements in a timely manner.

The BRA finds that the Applicant's Master PDA/DIP Plan adequately sets forth the required elements or Master Plan Criteria of Sections 3-1A.a and 26A-3 of the Code, including the planning objectives and character of the development, the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of the area and structures, the range of dimensional requirements contemplated for each of the



proposed uses, the proposed phasing of construction of development, the projected number of employees, the proposed densities, the proposed dimensions of structures, the proposed traffic circulation, parking and loading facilities and access to public transportation. The BRA further finds that the Applicant's Development Plan adequately sets forth the required elements or Development Plan Criteria of Sections 3-1A.a of the Code, including the proposed location and appearance of structures, open-spaces and landscaping, proposed uses of the Site, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures.

#### 4. THE PROJECT

WHEREAS, as described in the Master PDA/DIP Plan, the Project contemplates up to five major buildings to be constructed on the Site in a phased development sequence. The five buildings will contain no more than 1,220,000 square feet of gross floor area. One building will house a parking garage and three buildings will house primarily office space with ground floor retail. A fifth building will house primarily office space or a hotel. As described in the Development Plan, Phase 1 of the Project involves construction of a plaza, an office building with ground floor retail and a free-standing parking garage containing up to 640 to 690 parking spaces. The office building will be approximately 178 feet in height and contain approximately 242,000 square feet of gross floor area. The garage will be approximately 86 feet in height and contain approximately 230,000 square feet of gross floor area. In keeping with the traditional building materials employed in Boston, it is contemplated that the facades of the building and the garage shall be constructed primarily of brick and precast concrete panels and granite detailing.

Stull and Lee, a noted Boston architectural firm, has done the design work for the Master Plan and for Phase 1. Stull and Lee has done numerous projects in the Boston area, including the acclaimed Ruggles Center Station adjacent to the Site, on the new Orange Line.

The BRA finds that the Project will allow the City to maximize the use of the presently undeveloped Site in Roxbury. The BRA further finds that the Project will effectively facilitate the expansion of Boston's city fabric to the Site in order to relieve the development congestion that is occurring in the existing Downtown area.



The BRA finds that the development of the Site, including Phase 1, is critically important to the revitalization of the Southwest Corridor and Roxbury by allowing the City to maximize the use of the presently underdeveloped Site for commercial uses. The BRA further finds that, from a design standpoint, the Project is one in harmony with the design philosophy of the Southwest Corridor and the Roxbury neighborhood in which it is located, that massing, setbacks and materials are coordinated to relate to those of the surrounding neighborhood and the area, and that the buildings in the Project will have heights and gross floor areas not in excess of those permitted in the Master PDA/DIP Plan or the Development Plan.

5. THE PUBLIC REVIEW PROCESS AND EVOLUTION OF THE PROJECT

WHEREAS, the Site is one of two sites in the first project of the pioneering Parcel-to-Parcel Linkage Program Project I (the "Program"). As part of the Program, One Lincoln Street, located on the so-called Kingston/Bedford/Essex parcel in downtown Boston ("One Lincoln Street"), will also be developed, thus triggering new development in an underdeveloped and underutilized portion of the South Station Economic Development Area. The development of One Lincoln Street will thereby serve as a link between the Chinatown community and the Financial District and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs, the expansion of the local economy and the creation of a vital new local market.

By virtue of its being part of the Program, the Project is one of the most highly reviewed, studied and discussed projects in the City. The public has been included throughout the review process. Moreover, the Project has changed in response to the concerns voiced during the public review process. The proposed design is the result of a long and thorough review process. For example, through its evolution, the design and massing of the Project have been refined and reduced in scale. As originally proposed, the Project's building was to reach a height of 225 feet. To reduce massing, the building has been reduced to 185 feet. The resulting design represents a commitment on the part of the Applicant to preserve open air, pedestrian and vehicular access. In addition, throughout the review process, the Project has evolved to include the provision of substantial community benefits as set forth in Resolution No. 7 below.



As part of the public review process, an Environmental Notification Form dated June 30, 1986 and a Draft Environment Impact Report dated March, 1989 were filed with the Massachusetts Executive Office of Environmental Affairs.

The BRA finds that as a result of the process of citizen involvement and public review which has continued for over three years, numerous changes have been made in the Project, demonstrating the Applicant's sensitivity to design, aesthetics, community concerns, environmental impacts and scale. The BRA further finds that, out of this public review, through the diligent and good faith cooperation of the Applicant, a better Project has evolved representing a culmination of the combined needs of this City, Boston businesses and the community at large.

6. THE "GENERAL PLAN FOR THE CITY AS A WHOLE"

WHEREAS, in approving a master plan, development plan or a development impact project plan, the BRA must find "that such plan conforms to the general plan for the City as a whole ... ." No specific "general plan" is referred to in Section 3-1A or 26A-3 or elsewhere in the Code.

On March 11, 1965, the BRA adopted as the official master plan of the City for the next decade the "1965/1975 General Plan for the City of Boston and the Regional Core" (the "1965-1975 Plan"). In the intervening 22 years, no other formal City-wide plan has been adopted, although other plans and studies have been conducted, including the BRA study entitled "Planning for Boston's Next Decade of Development 1980-90." Neither the 1965-1975 Plan, nor any other single document frozen in time, has constituted "the general plan" for the City. Rather, "the general plan for the City as a whole" has been a continually evolving concept, evidenced by development precedents and existing zoning ordinances.

The most recent statement of the "general plan" for Roxbury is Article 27E of the Code, the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). The general land use objectives stated in the Roxbury IPOD include: preserving and enhancing the Roxbury neighborhood; conserving the value of land and buildings; encouraging the most appropriate use of land throughout the City; lessening congestion in the streets; providing adequate light and air; preventing overcrowding of land; promoting appropriate economic development for the benefit of residents; promoting residential development that is affordable to all segments of the community, particularly low and moderate income residents; discouraging displacement of residents; and promoting land uses which provide jobs for the City's residents.



The BRA finds that the Project is consistent with the purposes and general land use objectives stated in the Roxbury IPOD. The BRA further finds that, by attracting other development and stimulating renewal in the Southwest Corridor in Roxbury, the Project will preserve and enhance the Roxbury neighborhood, increase the value of land and buildings, and promote appropriate economic development for the benefit of residents. The BRA further finds that through its design, which includes the provision of open space and appropriate massing and design, the Project will provide adequate light and air, prevent overcrowding of land, and preserve, enhance and create open space to be enjoyed by residents. The BRA further finds that through the creation of jobs, both through construction of the Project and through the Project's attracting further development in the area, and through its jobs and housing linkage payments, the Project promotes residential development that is affordable to all segments of the community, particularly low and moderate income residents, and discourages displacement of residents.

The BRA finds that, by turning an undeveloped site in Roxbury into large areas of usable open space, together with a mixed-use development, the Project will convert an undeveloped site into a physical and financial asset, and will improve land values and provide economic stimulus. The BRA further finds that by using materials and designs which are harmonious with the surrounding neighborhood, the Project will strengthen the Roxbury area without compromising the historic and architectural integrity of the area. The BRA further finds that, in spite of the passage of twenty-two years and Boston's greatly changed condition, the Project, as set forth in the PDA/DIP Plan, is consistent with the development concepts contained in the 1965-1975 Plan.

7. THE PROJECT IS NOT "INJURIOUS TO THE NEIGHBORHOOD OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE."

WHEREAS, in order to approve the PDA/DIP Master Plan and the Development Plan, the BRA must find that "nothing in [a proposed Planned Development Area Plan] will be injurious to the neighborhood or otherwise detrimental to the public welfare" pursuant to Section 3-1A.a of the Code. This standard has been interpreted by the Supreme Judicial Court in Manning v. Boston Redevelopment Authority, 400 Mass. 444 (1987). As the court noted, the planned development area provisions of the Code were intended to "establish a more flexible zoning law" in order to encourage well-planned and thoroughly reviewed large scale private development projects on underutilized sites. These provisions



contemplate a balancing of relative benefits and burdens, acknowledging that such large scale development projects inevitably cause some burdens, but realizing that in a well-conceived and well-designed project such burdens are outweighed by public benefits generated by the project.

Based upon its consistent administrative practice for nearly two decades, as well as upon the mandate of Manning, the BRA will balance a proposed plan's possible adverse effects and other matters claimed to be detrimental to the public welfare against the benefits to the neighborhood, the City, and the public. It will approve only those which "on balance, are not injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens."

With respect to this Project, the balance is tipped heavily in favor of benefits to the neighborhood, the City and the public. As an integral part of the development review process, significant revisions have been made to the Project's design in order to mitigate adverse environmental and other impacts. For example, the height of the Project's building was reduced from 225 feet to 185 feet in order to reduce massing. In addition, through the public review process, the Applicant has included in the Project substantial community benefits designed to minimize any potential adverse impacts of the Project. Both of these examples demonstrate a significant amount of mitigation included in the current Project design, which has resulted in a limited potential for negative impacts.

The Project does, however, provide numerous positive impacts. Set forth below are some of the benefits which will inure to the public as a result of the Project.

### Public Benefits

#### A. Employment Plan

The Project is expected to generate an estimated 2,000 construction jobs and to support an estimated 3,000 permanent jobs. The development of the Project, together with the development of One Lincoln Street, is expected to generate over 4,000 construction jobs and to support over 7,000 permanent jobs. The Applicant anticipates that many new jobs will be created by new businesses, expansion of existing businesses and new tenants coming into the City. The Applicant has set a minimum thirty (30%) percent goal for utilization of minority and women business enterprises for all contracts related to the development of the Project, and for the leasing to minority business enterprises of the total leasable square footage of all retail space in the



Project. The Applicant will also work with public agencies to assist minority entrepreneurs to start new businesses. In addition, the Applicant has established a goal of fifty (50%) percent Boston residents, thirty (30%) percent minorities and ten (10%) percent women on the construction workforce for the Project and fifty (50%) percent Boston residents, thirty (30%) percent minorities and fifty (50%) percent women on the permanent workforce for the Project. The developer of One Lincoln Street has also agreed to provide these benefits in connection with One Lincoln Street.

B. Increased Tax Revenues

It is estimated that the future annual real estate taxes for the Site (based upon the maximum development of the Project permitted under the Master Plan) will be approximately \$1,500,000 to \$1,700,000 per fiscal year. Because the Site is currently owned by the Massachusetts Bay Transportation Authority, and is exempt from taxation, this entire amount would represent increased revenues.

C. Purchase Price

The Massachusetts Bay Transportation Authority (the "MBTA") currently owns the Site and will convey the Site to the BRA. In turn, the BRA will convey the Site to the Applicant pursuant to a Conveyance and Construction Agreement between the Applicant, the BRA and the MBTA. The purchase price to be paid for the Site will generate significant revenue for the benefit of the public.

D. Community Development Fund

The Applicant will also contribute to a community development fund to be established by the BRA with the input of the Chinatown/South Cove Neighborhood Council (the "Neighborhood Council") and the Parcel 18+ Development Task Force (the "Task Force"). These contributions will consist of ten (10%) percent of the developer's fee, five (5%) percent of Net Operating Income and ten (10%) percent of Net Refinancing and Resale Proceeds from the Project, all as more specifically set forth in the Memorandum of Understanding (as defined below). The developer of One Lincoln Street will also make substantial contributions to this community development fund.



#### E. Development Impact Project Contribution

1. The housing linkage contribution resulting from the development of the Project (based upon the maximum development of the Project permitted under the Master Plan) is estimated to be approximately \$4,500,000. The development of the Project, together with the development of One Lincoln Street, will generate an estimated housing linkage contribution of approximately \$8,800,000 pursuant to Article 26A of the Zoning Code, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project. It is anticipated that this amount will be contributed to housing creation projects as determined by the Authority and the Neighborhood Trust with input from the Roxbury and Chinatown communities.

2. The jobs linkage contribution resulting from the development of the Project (based upon the maximum development of the Project permitted under the Master Plan) is estimated to be approximately \$900,000. The development of the Project, together with the development of One Lincoln Street, will generate an estimated total jobs linkage contribution of approximately \$1,800,000 pursuant to Article 26B of the Zoning Code, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project.

#### F. Child Care Plan

The Applicant and the developer of One Lincoln Street will provide, on site or off site, child care facilities in Chinatown and Roxbury, respectively, for a total of 200 children and work with the City and local communities to design quality child care programs.

#### G. Community Participation

In addition to these benefits, the Project and One Lincoln Street will be developed by joint ventures which include a consortium of community investors and community based non-project organizations, thereby encouraging equity participation by community developers. At least ten (10%) percent of the interest of both Ruggles-Bedford Associates, Inc. and Chinese Investment Limited Partnership, the general partners of Columbia Plaza Associates, which holds a fifty (50%) percent interest in the Applicant, will be held by non-profit community-based organizations.



#### H. Memorandum of Understanding Regarding Community Benefits

The benefits described above, together with additional benefits, are described in more detail in a Memorandum of Understanding (the "Memorandum of Understanding") to be executed by the Applicant, the developer of Ruggles Center, the BRA, the Neighborhood Council and the Task Force, a draft of which is attached to the Application as Appendix 10 and incorporated herein by reference.

#### I. Other Benefits

By developing an unutilized site in an area in which the BRA is seeking to channel development, the Project will enhance the area and provide a stimulus to additional growth. The Project provides substantial physical amenities to the area and will enhance the neighborhood and the community at large. The Project provides a tremendous opportunity for growth in an area which has not received the full benefits which have accrued to other parts of Boston during the development boom of the last decade.

#### 8. THE PROJECT SATISFIES THE CRITERIA FOR PDA EXCEPTIONS.

WHEREAS, in order for the Board of Appeal of the City of Boston to grant certain exceptions with respect to the building height, floor area ratio, setbacks, certain other dimensional features of the Project, uses, and procedural requirements in accordance with Section 6A-3 of the Code, it must find (1) each requested exception is "in harmony with the general purpose and intent" of the Code; (2) each requested exception is in conformity with the Development Plan for Phase I of the PDA, and that the BRA has so certified; and (3) that the Project complies with the Development Impact Project requirements of the Code.

The BRA finds that, for reasons set forth in the Resolutions numbered 6, 7 and 8 above, and based upon a review of the Applicant's PDA/DIP Master Plan, the Development Plan, the Application and the BRA Agreements, the above-stated criteria are satisfied as to each of the exceptions listed in the schedule entitled "Anticipated Zoning Requests for Phase 1" attached as Exhibit H to the Development Plan (the "Zoning Requests").

#### 9. CONCLUSION

WHEREAS, the BRA gave due and proper notice of a public hearing, to be held in the Board Room of the BRA on June 29, 1989, to consider the Master PDA/DIP Plan and the Development Plan and to determine the manner in which Sections 3-1A and 26A-3 should be



applied to the Master PDA/DIP Plan and the Development Plan. The public hearing was duly convened and held in all respects in accordance with law, and to the extent required by law, with a legal quorum present throughout the meeting. A legally sufficient number of members of the BRA voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed. At the public hearing, the BRA heard extensive testimony from a number of witnesses and closed the public hearing and the public record on this Application on June 29, 1989.

Based on all this evidence, the BRA finds and concludes that the Project is critically important to the revitalization of Roxbury; that the urban design elements of the Project reflect the needs of Roxbury, while respecting the public goals and guidelines established for development in Boston; that the development of the Project will attract other development and stimulate renewal in the Southwest Corridor in Roxbury, thereby fulfilling a major inner-city development objective of the City and the Commonwealth; and that the Project will aid the City financially by generating jobs, and by providing Boston with a new source of real estate tax revenues and linkage funds.

Based on all the evidence, the BRA further finds and concludes that the Project's Master PDA/DIP Plan satisfies the Master Plan Criteria and otherwise complies with Sections 3-1A, 26A-3 and 26B-3 of the Code, and that the Development Plan for Phase I satisfies the Development Plan Criteria and otherwise complies with Section 3-1A of the Code.

Based on all the evidence, the BRA further finds and concludes that the Project's Master PDA/DIP Plan and the Project's Development Plan "conform to the general plan for the City as a whole."

Based on all the evidence, the BRA weighs this Project's public benefits against the combined detriments of this Project and further finds and concludes that the Project's Master PDA/DIP Plan and the Project's Development Plan are not "injurious to the neighborhood or otherwise detrimental to the public welfare."

Based on all the evidence, the BRA finds that the exceptions listed in the Zoning Requests satisfy all of the criteria of the Code.



10. RESOLVES

NOW THEREFORE be it resolved by the Authority

That in connection with (a) the Master Plan and Development Impact Project Plan for Planned Development Area No. 34 (the "Master PDA/DIP Plan") and (b) the Development Plan for Phase 1 of Master Plan for Planned Development Area No. 34 (the "Development Plan"), presented at a public hearing duly held at the offices of the Boston Redevelopment Authority (the "Authority") on Thursday, June 29, 1989, and after consideration of (i) evidence presented at, and in connection with, the hearing, and in connection with the proposed project described in the PDA/DIP Plan, (ii) matters discussed in a memorandum dated June 29, 1989 from Anthony A. Williams and Pamela Wessling to the Authority and Stephen Coyle, and (iii) the findings of the Authority set forth above, which evidence, memorandum and findings are incorporated herein by reference, the Authority finds (x) with respect to the Master PDA/DIP Plan that (1) the Master PDA/DIP Plan conforms to the general plan for the City as a whole; (2) nothing in the Master PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the Master PDA/DIP Plan does adequately and sufficiently satisfy all other criteria and specifications for a planned development area subdistrict area designation and for a development impact project, as set forth in the Boston Zoning Code, as amended (the "Code"); and (y) with respect to the Development Plan that (i) the Development Plan conforms to the general plan for the city as a whole; (2) nothing in the Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the Development Plan does adequately and sufficiently satisfy all other criteria and specifications for a development plan as set forth in the Code; and further

That (a) the form and substance of the Master PDA/DIP Plan, and the procedures employed in reviewing and approving the Master PDA/DIP Plan, conform with the requirements of the Code as applied to a master plan for a planned development area under Section 3-1A of the Code and a development impact project plan under Section 26A-3 of the Code; and (b) the form and substance of the Development Plan, and the procedures employed in reviewing and approving the Development Plan, conform with the requirements of the Code as applied to a development plan for a planned development area under Section 3-1A of the Code; and further



That the Authority hereby waives any procedural requirements of the Authority's "Zoning Procedures for the Master Plan/PDA" dated March 19, 1986 with which the application submitted by the Applicant, for a planned development area subdistrict designation for the parcel of land which is the subject of the Master PDA/DIP Plan and for approval of the Master PDA/DIP Plan and the Development Plan, is not in conformity; and further

That pursuant to the provisions of Section 3-1A and 26-3 of the Boston Zoning Code as amended, the Authority hereby approves the Master PDA/DIP Plan and the Development Plan. The Master PDA/DIP Plan is embodied in a written document entitled "Master Plan and Development Impact Project Plan for Planned Development Area No. 34", dated June 29, 1989 consisting of nine pages of text plus attachments designated Exhibits A through E, and is attached hereto as Exhibit A. The Development Plan is embodied in a written document entitled "Development Plan for Phase 1 of Master Plan for Planned Development Area No. 34", dated June 29, 1989 consisting of 6 pages of text plus attachments designated Exhibits A through I, and is attached hereto as Exhibit B. The Master PDA/DIP Plan and the Development Plan shall be on file at the office of the Assistant Director for Neighborhood Planning and Zoning of the Authority; and further

That the Authority hereby authorizes the Director of the Authority to petition the Zoning Commission of the City of Boston (the "Commission") for a planned development area subdistrict designation for the parcel of land which is the subject of the Master PDA/DIP Plan, and to recommend to the Commission that it approve such petition, the Master PDA/DIP Plan and the Development Plan pursuant to Section 3-1A of the Code; and further

That Ruggles Center Joint Venture (the "Applicant") is affirmed and approved as the successor to and assign of Metropolitan/Columbia Plaza Venture for the purposes of carrying out the development of the project contemplated in the Master PDA/DIP Plan and the Development Plan; and further

That the Authority hereby approves the proposed forms of Development Impact Project Agreement, Cooperation Agreement and Memorandum of Understanding (collectively, the "Related Agreements") in substantially the forms attached hereto as Exhibits C, D and E, respectively, and the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority the Related Agreements, with such changes as he, in



his discretion, shall determine to be necessary or desirable, his execution and delivery of any of the foregoing or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Related Agreements shall be on file in the office of the Authority; and further

That pursuant to Section 6A-2 of the Code, the Authority hereby authorizes the Director of the Authority to recommend to the Board of Appeal approval of the proposed zoning exceptions set forth in the document entitled "Anticipated Zoning Requests for Phase 1" and attached hereto as Exhibit F, with such changes as the Director of the Authority, in his discretion, shall determine to be necessary or desirable, his taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; which approvals are recommended by the Authority provided that the Commission will have adopted a Map Amendment designating the land involved as an M-1-D zoning district, and provided further, that final working drawings be submitted to the Authority for development review to ensure that the same are consistent with drawings previously approved by the Authority and with the Master PDA/DIP Plan and the Development Plan. The Authority hereby authorizes the Director of the Authority to certify to the Commission and the Board of Appeal that said exceptions are in conformity with the Master PDA/DIP Plan and the Development Plan; and further

That the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority (a) the Conveyance and Construction Agreement between the Massachusetts Bay Transportation Authority, the Authority and the Applicant regarding the conveyance to the Applicant of the parcel of land which is the subject of the PDA/DIP Plan, such Conveyance and Construction Agreement to include such terms and conditions as the Director deems appropriate and in the best interests of the Authority, and (b) all other agreements and documents incidental to such Agreement, the Master PDA/DIP Plan or the Development Plan, such agreements and documents to be on such terms and conditions as the Director deems appropriate and in the best interests of the Authority, execution and delivery of such Sale and Construction Agreement or any of such agreements or documents or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Conveyance and Construction Agreement and such other agreements and documents shall be on file in the office of the Authority; and further



That the Authority hereby authorizes the Director to certify in the name of the Authority that the plans to be submitted to the Commissioner of the City of Boston Inspectional Service Department in connection with the Development Plan are in conformity with the approved Master PDA/DIP Plan and Development Plan, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby authorizes the Director of the Authority to certify to the Commission that the Project complies with the Development Review Requirements of the Code, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder.



ADOPTED 6/29/89

RESOLUTION OF  
THE BOSTON REDEVELOPMENT AUTHORITY

Re: Proclaimer of Minor Modifications of  
The South End Urban Renewal Plan,  
Project No. R-56

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. R-56, (the "Plan") was adopted by the Boston Redevelopment Authority (the "Authority") on September 23, 1965, and approved by the City Council on December 6, 1965;

WHEREAS, §1201 of said Plan, entitled "Modification" provides that the Plan may be modified at any time by the Authority where the proposed modification will not substantially or materially alter or change the Plan;

WHEREAS, the Authority is engaged in Design Review of the development of up to five buildings (including a parking garage) on the Parcel 18 Site, Roxbury, a portion of which is in the South End Urban Renewal Area (the "Parcel 18 Urban Renewal Area");

WHEREAS, a portion of the Parcel 18 Urban Renewal Area is designated as Reuse Parcel No. X13 on the map entitled "Map 3, Reuse Parcels, South End Urban Renewal Area, R-56" dated May, 1965 (the "Reuse Parcel Map") incorporated in the Plan;

WHEREAS, Section 602, Table A of the Plan sets forth specific design controls for Reuse Parcel X13 no longer deemed necessary by the Authority;

WHEREAS, the map entitled "Map 2, Proposed Land Use, South End Urban Renewal Area, R-56" dated May, 1965 (the "Land Use Map") incorporated in the Plan proposes that portions of the Parcel 18 Urban Renewal Area are to be utilized for construction of the Inner Belt Right-of-Way or, if not utilized for the Inner Belt Right-of-Way, institutional/light industrial;

WHEREAS, the Authority no longer intends to utilize the Parcel 18 Site as provided in the Plan and Land Use Map;

WHEREAS, the map entitled "Map 1, Property Map, South End Urban Renewal Area, R-56" (the "Property Map") incorporated in the Plan designates portions of the Parcel 18 Urban Renewal Area as "property to be conditionally acquired", "property to be acquired for public facilities" and "property to be acquired for development" and the Authority intends to acquire all of the Parcel 18 Urban Renewal Area before conveying such property to RCJV or its designee or designees;

WHEREAS, the proposed redevelopment will necessitate modifications of the Plan; and



WHEREAS, the Authority has determined that said modifications are minor modifications under §1201 of the Plan.

RESOLVES

NOW THEREFORE be it resolved by the Authority;

1. That the Reuse Parcel Map is hereby amended to remove the portions of the Parcel 18 Urban Renewal Area from the boundaries of Reuse Parcel X-13.
2. That the the Property Map is hereby amended to designate all portions of the Parcel 18 Urban Renewal Area as "property to be acquired for development";
3. That the Land Use Map is hereby amended to allow the Parcel 18 Urban Renewal Area to be used for mixed use: general office and general business;
4. That these modifications are found to be a minor modifications which do not substantially or materially alter or change the Plan;
5. That it is hereby found and determined that the minor modification of the Plan as set forth herein will not result in significant damage to or impairment of the environment and, further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment;
6. That all other provisions of said Plan not inconsistent herewith be and hereby are continued in full force and effect; and
7. That the Director be and he hereby is authorized to proclaim by certificate these minor modifications in accordance with the Urban Renewal Handbook RHM 7207.1.



MEMORANDUM  
PARCEL-TO-PARCEL LINKAGE I

JUNE 29, 1989

An appropriate vote follows:

VOTED: That the Authority hereby adopts the above-mentioned Resolutions entitled:

(i) "Resolution of the Boston Redevelopment Authority Regarding One Lincoln Street Development Plan and Development Impact Project Plan" and dated June 29, 1989, consisting of 19 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the Resolves that are outlined in the last 4 pages of said Resolution; and

(ii) "Resolution of the Boston Redevelopment Authority Regarding Ruggles Center Master Plan and Development Impact Project Plan and Development Plan for Phase 1" and dated June 29, 1989, consisting of 16 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the Resolves that are outlined in the last 4 pages of said Resolution; and

(iii) "Resolution of the Boston Redevelopment Authority Re: Proclaimer of Minor Modifications to the Campus High School Urban Renewal Plan, Project No. 129", and dated June 29, 1989, consisting of 2 pages, and the authority specifically adopts the findings incorporated therein, and specifically adopts and Resolves that are outlined therein; and

(iv) "Resolution of the Boston Redevelopment Authority RE: Proclaimer of Minor Modifications to the South End Urban renewal Plan, Project No. R-56", and dated June 29, 1989 consisting of 2 pages, and the Authority specifically adopts the Resolves that are outlined in the last page of said Resolution.



June 29, 1989

### Site Description

The development site for Ruggles Center consists of 5.10 acres located in Roxbury, bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority (MBTA). The development site for Phase I consists of 2.96 acres. A plan depicting the site and the Phase I site is attached in the Development Plan for Phase I.

The developer proposes to commence construction of Phase I in October of 1989. Phase I of Ruggles Center involves the construction and development of three distinct elements of the Master Plan: a plaza, an office/retail building, and a free standing parking garage. As part of the development of Phase I, the Applicant will improve that portion of Columbus Avenue Extension located in Phase I and the sidewalks abutting the office/retail building and the garage.

It is estimated that the construction of the subsequent buildings on Ruggles Center will occur during the period 1991 to 1996.

### Open Spaces and Landscaping

A central plaza on axis with the principal facade of Ruggles Station will be the focal point of the project. The boundaries of the plaza are set forth on the plaza plan attached as Exhibit C of the Development Plan. The plaza will be constructed by the developer for the benefit of the general public, subject to the receipt by the developer of a two million dollar grant from the City for the cost of designing and constructing the plaza. With a series of retail uses and building lobbies opening onto the plaza located in front of the Ruggles Station entrance, it is anticipated that the plaza will become a hub of pedestrian activity.

### **COMMUNITY PROCESS**

The Parcel 18 and Kingston Bedford sites are available for development as the result of an extensive community participation process.

In 1985 Mayor Raymond Flynn, Governor Michael Dukakis and the Parcel 18 + Development Task Force signed an agreement to link the development of Parcel 18 to that of a major downtown site -- the City owned Kingston Bedford garage. That agreement established the BRA as the agent for the State, the City, and the MBTA in order to carry out the project.



June 29, 1989

In June of 1987, the City and MBTA selected Columbia Plaza Associates (CPA) to serve as the minority partner for both the Parcel 18 and Kingston Bedford projects. Columbia Plaza Associates is a partnership of Asian American, Black, and Hispanic entrepreneurs. The partnership also includes community-based investors and organizations.

Columbia Plaza, in turn, selected Metropolitan Structures as its partner from a field of three nationally prominent developers. The two entities then formed Metropolitan/Columbia Plaza Venture. CPA holds a fifty percent equity position in the project.

The Parcel 18+ Development Task Force and the Chinatown/ South Cove Neighborhood Council have worked diligently with the BRA to develop the Parcel-to-Parcel Linkage Program and to advise the BRA on all aspects of these projects, including developer selection.

The Roxbury and Chinatown groups are included in the Parcel-to-Parcel Linkage Advisory Panel. Also participating in the panel are: the BRA, the MBTA, the City of Boston Real Property and Public Facilities Departments, the Governor's Office of Economic Development, and the Mayor's Office of Jobs and Community Services. Metropolitan/Columbia Plaza Venture has worked closely with the Advisory Panel to shape the direction of the two projects and, in particular, to refine a benefits package for the communities.

#### **PUBLIC BENEFITS**

In keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and recent and proposed amendments to the Boston Zoning Code, Metropolitan/Columbia Plaza Venture has proposed an extensive public benefits package that includes programs to build affordable housing, fund job training programs, stimulate minority business opportunities, and provide child care facilities.

KBJV and RCJV have been negotiating a Memorandum of Understanding with the Boston Redevelopment Authority, the Parcel 18 + Development Task Force, and the Chinatown / South Cove Neighborhood Council which describes in detail the public benefits. A copy is attached as Tab 8 in the One Lincoln Street Book and Tab 9 for the Ruggles Center Book. A summary is included below.



MEMORANDUM  
PARCEL-TO-PARCEL LINKAGE I

June 29, 1989

Community Development Fund

A community development fund will be established through the Parcel-to-Parcel Linkage I Program. The developer will contribute to the fund: 10 percent of the developer's fee from both projects and a percentage of the net operating income and refinancing and resale proceeds from Parcel 18. In addition, the developer will capitalize the fund with at least two million dollars to be paid no later than the date of building permit for One Lincoln Street and with fixed annual payments of \$800,000 for a period of 10 years. This ten million dollar payment will be contributed from the One Lincoln Street project. In addition, KBJV will provide five percent of net refinancing and sales proceeds for various public programs and projects. One million dollars of this contribution is earmarked for the community development fund.

Monies from this fund can be used to support community development in various areas of special needs, such as venture capital for new businesses, expansion of existing establishments, physical improvements and beautification, and social services. It is estimated that ten to fifteen million dollars will be generated for this fund.

Contributions to the fund from One Lincoln Street will be distributed so that one third of the money is earmarked for the benefit of Chinatown, one third for Roxbury, and one third to be allocated citywide through a competitive process.

Housing Linkage

The developer intends to make its Housing Linkage contribution by means of the Housing Creation Option. One Lincoln Street generates approximately \$4,300,000 in housing linkage and the full development of Ruggles Center will generate approximately \$4,300,000. The contributions from both projects total \$8.6 million. It is currently anticipated that the total proceeds from both projects will be distributed equally to benefit the development of affordable housing units in Roxbury and Chinatown.

With respect to One Lincoln Street, the developer will make an advance payment of one million dollars with the balance paid as a lump sum payment no later than ninety days after the Building Permit Date for the structure of the project. With respect to Ruggles Center, the developer will make its Linkage Payment as a lump sum payment, to be paid up front no later than the Building Permit Date for the structure of the project.



MEMORANDUM  
PARCEL-TO-PARCEL LINKAGE I

June 29, 1989

Jobs Linkage

One Lincoln Center will generate approximately \$900,000 in jobs linkage and Ruggles Center will generate approximately \$900,000. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally.

Child Care Facilities

Kingston Bedford Joint Venture will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. Ruggles Center Joint Venture will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. The developers will work with the City and community groups to design appropriate child care programs.

\$400,000 Challenge Grant

Kingston Bedford Joint Venture will make available \$400,000 as a challenge grant, subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. A portion of such funds shall be used to expand existing programs which provide practical education, training and certificates in a variety of real estate professions, such as property management, appraisal, brokerage and development. Even if matching funds are not found after a period of time, the developer will make its contribution to real estate training for minorities.

Neighborhood Business Opportunities

The developer will provide opportunities for neighborhood businesses that are interested in expanding their operations and to individuals entrepreneurs who are interested in starting new businesses. The development team has proposed several programs to help provide opportunities for neighborhood businesses and entrepreneurs.

Construction Jobs

Kingston Bedford Joint Venture and Ruggles Center Joint Venture shall each cause the general contractor for their respective projects, to the best of the contractor's ability, to grant preference in hiring Boston residents during the construction period. The developers have agreed to achieve the standard of fifty percent residents, thirty percent minorities and ten percent women for the work force on the construction of project.



June 29, 1989

Permanent Jobs

Kingston Bedford Joint Venture and Ruggles Center Joint Venture will make good faith efforts to encourage tenants of the projects to hire Boston residents for new job openings, will become signatories to the Boston Compact, and will participate in the Private Industry Council's Summer Jobs Program, in addition to activities specified in the Memorandum of Understanding for Community Benefits.

Technical Assistance & Outreach to MBE/WBE

The developers will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities the outreach and liaison work required to attract MBEs and WBEs during the preconstruction phase and all other development phases of each project. The proponents will each spend time within the community encouraging and recruiting MBEs and WBEs to participate in the projects.

MBE Retail

Ruggles Center Joint Venture and Kingston Bedford Joint Venture have each set as a minimum goal the leasing of thirty (30%) percent of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street, respectively, to MBEs and will use best efforts to market such retail space to MBEs. To reach this goal the proponents each intend to work with local retail merchants and established merchant associations within geographic proximity to their respective projects to ensure that local merchants are aware of retail space opportunities and have the first opportunity to locate to Ruggles Center and One Lincoln Street.

Incubator Space

Ruggles Center Joint Venture will work with the Advisory Panel to develop a business incubator program in a phase of Ruggles Center to be designated by Ruggles Center Joint Venture. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. The developer will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations.



June 29, 1989

**DEVELOPMENT REVIEW REQUIREMENTS**

One Lincoln Street

The project is subject to the Development Review Requirements of Article 31 of the Boston Zoning Code, including the submission of Environmental Impact Reports in accordance with State regulations. The Secretary of the Executive Office of Environmental Affairs issued a Certificate of Adequacy for the Draft Environmental Impact Report in May 1989. The developer intends to submit the Final Environmental Impact Report in August.

Therefore, it is recommended that final approval be subject to the satisfactory mitigation of the project's impacts, as determined by the BRA through its Adequacy Determination. It is requested that the BRA Board authorize the Director to issue the Adequacy Determination upon completion of the review by the BRA of the Draft and Final Project Impact Reports.

Ruggles Center

The Project is subject to Development Review Procedures of the BRA and the State's environmental review process. The Secretary of the Executive Office of Environmental Affairs issued a Certificate of Adequacy for the Draft Environmental Impact Report in May of 1989. The developer intends to submit the Final Environmental Impact Report in August. Therefore, it is recommended that final approval be subject to the satisfactory mitigation of the project's impacts, as determined by the BRA.

**PLANNED DEVELOPMENT AREA / DEVELOPMENT IMPACT PROJECT REQUIREMENTS**

One Lincoln Street

Kingston Bedford Joint Venture has requested several actions from the BRA Board necessary for the project to proceed. Because the developer is seeking a PDA zoning designation for the site, a Development Plan is required to be submitted and approved by the BRA Board. In addition, Article 26A of the Boston Zoning Code requires that the Board approve a Development Impact Project ("DIP") Plan which outlines the linkage obligation of the Kingston Bedford Joint Venture. These two documents, the Development Plan and DIP Plan, are combined into a single document and attached in Tab 5 to this memorandum for the Board's approval.



MEMORANDUM  
PARCEL-TO-PARCEL LINKAGE I

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A Cooperation Agreement (in relation to the Development Plan) and DIP Agreement (in relation to the DIP Plan) are also appended in Tabs 7 and 6 respectively. The developer requests that the BRA Board authorize the Director to enter into these agreements substantially in the form appended, thereby making enforceable the provisions of the Development Plan and DIP Plan.

Pursuant to Article 27D, new zoning regulations for the portion of the Downtown IPD which includes the site, the South Station Economic Development Area, are pending approval by the City. Within the South Station Economic Development Area, the site is located in an area designated as the Parcel-to-Parcel Linkage Development Area. One Lincoln Street complies with the requirements applicable within the Parcel-to-Parcel Linkage Development Area, that proposed buildings be in substantial accord with maximum building height of 465 feet and a maximum FAR of 14.0.

Ruggles Center

Ruggles Bedford Joint Venture has requested several actions from the BRA Board necessary for the Project to proceed. Because the developer is seeking a PDA zoning designation for the site based upon a Master Plan, the plan must be submitted and approved by the BRA Board. In addition, because the Developer is seeking to proceed with Phase I of the Ruggles Center, a Development Plan for Phase I is required to be submitted and approved by the BRA Board. Further, Articles 26A and 26B of the Boston Zoning Code require that the Board approve a Development Impact Project (DIP) Plan which outlines the linkage obligation of the Ruggles Bedford Joint Venture. The Master Plan and DIP Plan are combined into a single document and attached in Tab 5 of this memorandum for the Board's approval. The Development Plan for Phase I is also attached in Tab 6 of this memorandum for the Board's approval.

A Cooperation Agreement (in relation to the Development Plan) and DIP agreement (in relation to the DIP Plan) are also appended in Tabs 8 and 7 respectively. The developer requests that the BRA Board authorize the Director to enter into these agreements substantially in the form appended, thereby making enforceable the provisions of the Development Plan and DIP Plan.

**SALE & CONSTRUCTION AGREEMENT (One Lincoln Street)**

One Lincoln Street will be constructed in part on land owned by the City, including the Kingston Bedford garage site, the Lincoln Essex lot, and portions of Columbia Street. The total area of the City owned land is 50,172 square feet. To govern the transfer of land to KBJV, it is necessary for the City, KBJV, and the BRA to enter into a



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Sale and Construction Agreement. The property was subject to two appraisals which valued the land at \$13.6 million dollars and \$14 million dollars. In accordance with the Agreement, KBJV will pay \$15 million dollars for the City - owned land. In addition, the Sale and Construction Agreement will include provisions whereby KBJV will pay over time as a percent of profits one million dollars to the City's Neighborhood Parking Fund, \$700,000 for land acquisitions to widen Essex Street and an additional one million dollars to the Community Development Fund. If Essex Street is widened, the developer will also commit, through the Sale and Construction Agreement, to construct a park in place of 88 Kingston Street, and to provide a portion of the land needed for the widening.

#### CONVEYANCE & CONSTRUCTION AGREEMENT (Ruggles Center)

Ruggles Center will be constructed on land owned by the MBTA which will be transferred to the BRA for ten dollars per square foot for sale or lease to RCJV. A Conveyance and Construction Agreement, to be executed amongst the developer, the MBTA and the BRA, and the Development Agreement which was executed amongst MCPV, the MBTA, and the BRA, defines the terms of the transfers.

#### URBAN RENEWAL MODIFICATIONS

##### Ruggles Center

The proposed development of Ruggles Center necessitates minor modifications to the Campus High Urban Renewal Plan and the South End Urban Renewal Plan. These actions are described in greater detail below. In the opinion of the General Counsel, such proposed modifications are minor and do not substantially or materially alter these Plans.

##### Campus High Urban Renewal Plan

Implementation of the project will require minor modifications of the Land Use Plan for the Campus High School Urban Renewal Area. The Parcel 18 Site is located within the Campus High Urban Renewal Area. At the time of adoption, the Parcel 18 Urban Renewal Area was designated for open space and the construction of the Southwest Expressway. Since the Authority no longer intends to utilize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business.



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South End Urban Renewal Plan

Implementation of the project will require minor modifications of the South End Urban Renewal Plan. A portion of the Parcel 18 Urban Renewal Area is designated as Reuse Parcel No.X13 on the map entitled "Map 3, Reuse Parcels, South End Urban Renewal Area, R-56" dated May, 1965 incorporated in the South End Urban Renewal Plan.

Since the Authority no longer intends to utilize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business. Further, the development of the Parcel 18 Site will remain subject to development review by the Authority. The reuse Parcel Map should be amended to remove such portion of the Parcel 18 Urban Renewal Area from Reuse Parcel No. X13.

**CONCLUSION**

Attached in Tab 4 of this memorandum are Resolutions of the Boston Redevelopment Authority regarding the applications of KBJV and RCJV for planed development area and development project approval for One Lincoln and Ruggles Center respectively. This document incorporates the extensive public and BRA review process and presents findings which conclude that the proposed PDA designation and plans and DIP Plans for the Projects satisfy the Code and that the Development Plan and DIP Plan for One Lincoln Street and the Master Plan/DIP Plan and the Development Plan for Ruggles Center "conform to the general plan for the city as a whole"; and are not "injurious to the neighborhood or otherwise detrimental to the public welfare"; and otherwise satisfy the applicable requirements of the Code. Also attached are resolutions regarding the minor modifications to the Campus High School Urban Renewal Plan and the South End Urban Renewal Plan.